

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
BILATERAL AGREEMENT BETWEEN UNITED STATES POSTAL
SERVICE AND SINGAPORE POST LIMITED (MC2010-35)
NEGOTIATED SERVICE AGREEMENT

Docket No.
R2014-5

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
FIVE TO THE SINGAPORE POST – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT**
(February 12, 2015)

The agreement that is the subject of Docket No. R2014-5, a bilateral agreement with Singapore Post (“Singapore Post Agreement”), is scheduled to expire on March 31, 2015.¹

Singapore Post and the Postal Service are in the process of negotiating a successor contract to the agreement that is the subject of this docket. It is very likely that negotiations concerning the successor contract will continue beyond February 13, 2015, the date by which a successor agreement would have to be filed in order to provide ample time for the Commission to complete its 45-day review of the inbound market-dominant portion of the successor agreement.

Singapore Post and the United States Postal Service (“Postal Service”) have signed the attached Modification Five that would extend the Singapore Post Agreement to June 30, 2015, which corresponds with the accounting practice of invoicing quarterly, rather than mid-quarter, for the Singapore Post Agreement.

¹ PRC Order No. 2007, Order Approving 2014 Bilateral Agreement with Singapore Post Limited, Docket No. R2014-5, March 5, 2014, at 3.

The modification also amends paragraph 3 in the “*Receptacle Preparation Requirements*” in Annex 2, and replaces Annex 5 to make the routing details mandatory.

Therefore, the Postal Service respectfully requests that the Commission continue to list the Singapore Post Agreement on the Mail Classification Schedule, according to the terms set forth in the amendment filed today.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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Corporate and Postal Business Law Section

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February 12, 2015

**MODIFICATION FIVE TO THE
SINGAPORE POST LIMITED - UNITED STATES POSTAL SERVICE
SMALL PACKET WITH DELIVERY SCANNING BILATERAL AGREEMENT**

This Modification amends the Singapore Post Limited -- United States Postal Service Small Packet with Delivery Scanning Bilateral Agreement ("Agreement") between Singapore Post Limited ("Singapore Post Limited"), a company incorporated under the laws of the Republic of Singapore and having a place of business at 10 Eunus Road 8, Singapore Post Centre, Singapore 408600, and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, signed by Singapore Post Limited on September 20, 2011, and by the USPS on October 5, 2011, as amended by:

- Modification One signed by Singapore Post Limited on December 2, 2011, and by the USPS on December 13, 2011;
- Modification Two signed by Singapore Post Limited on November 29, 2012, and by the USPS on November 30, 2012;
- Modification Three signed by Singapore Post Limited on May 6, 2013, and by the USPS on May 6, 2013; and
- Modification Four signed by Singapore Post Limited on January 29, 2014, and by the USPS on January 29, 2014.

Singapore Post Limited and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make four changes to the Agreement.

The first change is to replace the sentence in Article 22 that reads "The Agreement will remain in effect until March 31, 2014." with the following replacement text:

The Agreement will remain in effect until June 30, 2015.

The second change is to replace paragraph 3 in the "*Receptacle Preparation Requirements*" in Annex 2 with the following:

3. **Receptacle Routing.** To expedite the processing and delivery of these packages, the sending post must present receptacles to corresponding Offices of Exchange (OEs) per the routings outlined in Annex 5,

The third change is to replace Annex 5 of the Agreement so that it states the following:

Annex 5 – Mandatory Office of Exchange Routing Details

USPS

The following table illustrates the appropriate U.S. point of entry based on the first digit of the destination address postal code. A more detailed table based on the first three digits can be provided upon request.

First Digit of Postal Code	Desired U.S. Point of Entry
0-6	JFK - New York
7-9	LAX – Los Angeles

The fourth change is to replace Article 15 with the following replacement text:

Article 15: Notices

Any notice or other document to be given under this Agreement will be in writing and addressed as set out below. Notices may be delivered by hand, email, or Priority Mail Express.

To the USPS

Teresa Yeager
General Manager
Business Development, Asia Pacific
United States Postal Service
475 L'Enfant Plaza, SW, Room 5821
Washington, DC 20260-0906
1-202-268-2925
teresa.y.yeager@usps.gov

To Singapore Post Limited

Shankar S
Business Manager (International Mail Business)
Singapore Post Limited
10, Eunos Road 8, Singapore Post Center,
#07-31B, International Mail Business
Singapore 40860
Tel: 65 6845 6105
email: Shankar@singpost.com

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent for this Modification") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent for this Modification may include but are not limited to: approvals or, if applicable, non-objection, from USPS management, the USPS executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that this Modification might not be approved by such bodies. Until such time that all Conditions Precedent for this Modification are fulfilled that are necessary to provide the products or services contemplated under the Modification, no obligation shall exist for the USPS or Singapore Post Limited and no benefit or rights granted through this Modification shall inure to either Party unless and until the Conditions Precedent for this Modification have been fulfilled.

In the event that the Conditions Precedent for this Modification are not fulfilled, the USPS and Singapore Post Limited shall have no liability, which shall include no obligation to pay costs associated with any action taken by Singapore Post Limited prior to the fulfillment of Conditions Precedent for this Modification. Further, in the event of the failure of any Condition Precedent for this Modification, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.


Singapore Post Limited acknowledges that as part of securing approval of this Modification and in other subsequent regulatory filings, this Modification and supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding (R2014-5). Singapore Post Limited also acknowledges that the USPS shall furnish a copy of this Modification to the U.S. Department

of State. Singapore Post Limited authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. Singapore Post Limited further understands that any unredacted portion of this Modification or supporting information may be posted on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2014 and ACR2015. Singapore Post Limited has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>. At Singapore Post Limited's request, USPS will notify Singapore Post Limited of the docket number of the Commission proceeding, if any, used in connection with the filing of this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Modification.

SINGAPORE POST LIMITED




Signature
GOH HUI LING
SNR VICE PRESIDENT

Title INTERNATIONAL MAIL
12/2/2015

(Date)

UNITED STATES POSTAL SERVICE



Signature
Giselle Valera
Managing Director, Global Business and
Vice President
February 10, 2015

(Date)